



INDIANO VAUGHAN LLP

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Indianapolis, Indiana 46204
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PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Art Unit: 1618

Atty. Docket: 7419-0118

Applicant: Seth D. Rosa

Title: METHOD AND COMPOSITIONS FOR
IN SITU INFORMATION OF
PROTECTIVE AND/OR MEDICATED
FILMS ON BODY TISSUE

Serial No.: 09/509,237

Filed: 20 March 2000

Examiner: Fugara, Blessing M.

Commissioner for Patents
P.O. Box 1450
Alexandria VA 22313-1450

CUSTOMER NUMBER: 000031425

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P.O. Box 1450
Alexandria VA 22313-1450

Dated: 12 January 2006

Signature: *Deanne E. Ries*

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Deposit Account:
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POWER OF ATTORNEY

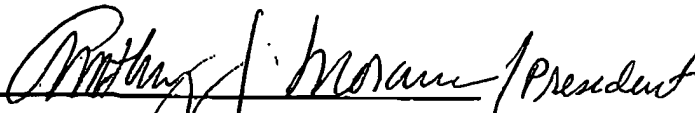
The Undersigned, on Behalf of the assignee of the entire right, title and interest in the above referenced patent application, hereby appoints E. Victor Indiano, Reg. No. 30,143 & Steven L. Vaughan, Reg. No. 51,295 as my attorneys, with full power of substitution and revocation, to prosecute this application, and to transact all business in the Patent and Trademark Office connected therewith, and I specify that communications regarding the application be directed to:

INDIANO VAUGHAN LLP,
ONE NORTH PENNSYLVANIA STREET
SUITE 850
INDIANAPOLIS, INDIANA 46204
(317) 822-0033 - Voice
(317) 822-0055 - Facsimile
Vic@IPLawIndiana.com - E-mail

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I hereby declare that I am an Officer of the Assignee and am empowered to execute this Power of Attorney on behalf of said assignee corporation. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Blairx Laboratories Inc
1600 Brian Drive
P.O. Box 2127
Columbus, Indiana 47202-2127

By:  President
Printed Name: ANTHONY J. MORAVEC
Date: 1/11/06

W:\Word Processing\7419 - Blairx Laboratories\18 - Power of Attorney Blairx case.wpd



In the United States Patent and Trademark Office

E. Victor Indiano, Esq.
INDIANO VAUGHAN LLP
1 North Pennsylvania Street, Suite 850
Indianapolis, Indiana 46204
PHONE: 317-822-0033
FAX: 317-822-0055

In re Application of:

Applicant: Rose, Seth D.
Invention: METHOD AND COMPOSITIONS
FOR IN SITU INFORMATION OF
PROTECTIVE AND/OR MEDICATED
FILMS ON BODY TISSUE

Serial No.: 09/509,237
Filing Date: 20 March 2000
Examiner: Fugara, Blessing M
Docket No.: 7419-0118

Assignment Branch
The Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Enclosed is an Assignment, Recordation Form Cover Sheet and a \$40.00 check as the required filing fee for the above-referenced patent application. Please forward all future correspondence to me at the above address.

Certificate of Mailing Under 1.8

I hereby certify that this correspondence (along with any paper referred to as being attached or enclosed) is being deposited with the U.S. Postal Service as "First Class Mail" in an envelope addressed to: The Commissioner of Patents, Washington, D.C. 20231 on the date set forth below.

Date: 11 January 2006

Signature: 
E. Victor Indiano

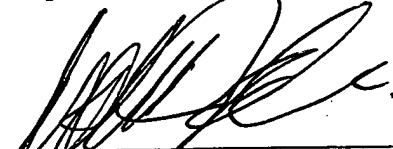
Deposit Account

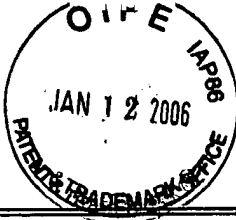
The Commissioner is hereby authorized to deduct any defect or deficiency in fee, or credit any overpayment to

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CUSTOMER NUMBER: 000031425

Respectfully submitted,


E. Victor Indiano, Reg. No. 30,143



7419-0118

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Zila Pharmaceuticals, Inc.
Zila, Inc.
☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Other

Additional name(s) of conveying party(ies) attached?
☐ Yes ☒ No

3. Nature of conveyance:
☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: **27 June 2005**
Effective Date: **27 June 2005**

4. Application number(s) or Patent number(s):
09/509,237
A. Application No.(s): Filed herewith

2. Name and address of receiving party(ies):
Blairer Laboratories, Inc.
☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation **Indiana**
☐ Other

Internal Address:

Street Address: **P.O. Box 2127**

City: **Columbus** State: **IN** ZIP: **47202-2127**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

- B. Patent No.(s)
Filed Herewith

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **E. Victor Indiano**

Internal Address: **E. Victor Indiano, Esq.**

Street Address: **1 North Pennsylvania Street
Suite 850
Indianapolis, Indiana 46204**

Telephone: **(317) 822-0033**

6. Total number of applications and trademarks involved: **1**

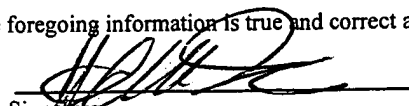
7. Total fee (37 CFR 3.41):.....\$**40.00**

☒ Enclosed

☐ Authorized to be charged to Deposit Account

8. **Deposit Account No.: 50-1590.** Commissioner hereby authorized to charge any defect in fees or credit any overpayment to said deposit account.
(Attach duplicate copy of this page if paying by Deposit Account)

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
E. Victor Indiano
Name of Person Signing

Signature
11 **January 2006**
Date

Total number of pages including cover sheet, attachments, and document:

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property is being made pursuant to the Agreement of Purchase and Sale of Assets, dated as of June 27, 2005 (the "Agreement"), by and among Blairex Laboratories, Inc., an Indiana corporation ("Buyer"), Zila Pharmaceuticals, Inc., a Nevada corporation ("Seller") and Zila, Inc., a Delaware corporation.

RECITAL

Seller has agreed, pursuant to the Agreement, to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under Seller's (a) registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by this reference (the "Marks"), and (b) registered and unregistered domestic and foreign patents and patent applications including without limitation the patents and patent applications listed on Schedule B attached hereto and incorporated herein by this reference (the "Patents").

ASSIGNMENT

Seller, for and in exchange for the payment of the consideration set forth in the Agreement, the receipt and adequacy of which is hereby acknowledged, does hereby transfer and assign to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under the Marks and Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark or Patent whether arising prior to or subsequent to the date of this Assignment of Intellectual Property, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, and in any other jurisdiction, the same to be held and enjoyed by the said Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment of Intellectual Property not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to the principles of conflicts of laws thereof.

Handwritten:
#Assignment
Oct 6/27/05

Dated this 27th day of June, 2005.

"Seller"

Zila Pharmaceuticals, Inc., a Nevada corporation

By: 

Name: George V. Clinefelter

Title: Vice President

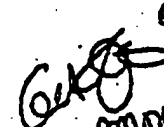
"Buyer"

Blairx Laboratories, Inc., an Indiana corporation

By: 

Name: Anthony J. Moravec

Title: President

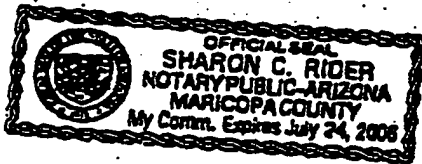
 6/27/05
Anthony J. Moravec

State of Arizona)
) ss.:
County of Maricopa)

On this 27th day of June, 2005, before me, Sharon Rider, personally appeared Greg Klinefelter & Anthony J. Maravee of Zila Pharmaceuticals, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Sharon Rider
Notary Public



OK 5/27/05
AMORUM 6/20/05

SCHEDULE A

Registered Servicemarks and Trademarks

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
ZILACTIN	USA 1347149	5/14/1984
ZILACTIN	Canada TMA399208	4/25/1991
ZILACTIN	USA 2905201	11/24/2003

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SCHEDULE B**Registered & Pending Patents****Registered Patents**

Patent	Registration Number	Issued Date	Expiration Date
Zilactin P-6	USA 5,081,158	1/14/92	1/14/09
Zilactin P-7	USA 5,081,157	1/14/92	1/14/09
Zilactin P-8	Australia 614,179	12/16/91	7/24/09
	Canada 1,337,396	10/24/93	7/23/06
	China 90101988	2/21/98	4/10/05
	Columbia 24,269	2/4/94	8/27/05
	Denmark 175653	01/03/03	07/24/09
	Greece 1,001,331	7/18/90	7/18/10
	Mexico 178,116	5/24/95	7/23/10
	New Zealand 232,625	2/21/90	2/21/06
	Norway 180618	5/21/97	7/24/09
	S. Korea 8,743	5/12/95	12/3/09
	Spain 2020655/0	6/26/91	7/24/10
	PCT/US89/03216	(not published)	
Zilactin P-16	Australia 768,693	10/19/98	10/19/18
	PCT/US98/22022	Publication No. WO 00/23022	
	Taiwan 1230615	04/11/05	11/19/18
Zilactin P-28	PCT/US00/01135	Publication No. WO 01/50994	

Patent Pending Applications

Patent	Application Number
Zilactin P-16	Canada 2,306,456
	China 98813904.9
	Europe 98954998.5
	Israel 135,164
	Japan 2000-576800
	Mexico 2000003491
	USA 09/509,237
Zilactin P-28	Canada 2,366,411
	Europe
	Japan 2001 551418
	Norway 2001 4444
	USA 09/936,800

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